

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
CASE NO. 22-22538-CIV-RKA

DOMINIK KARNAS, ET AL.,	.
	. Miami, Florida
Plaintiffs,	.
	. May 29, 2024
v.	. 3:04 p.m.
	.
MARK CUBAN, ET AL.,	.
	.
Defendants.	.
.

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Transcript of Motion Hearing had
before the Honorable Roy K. Altman,
United States District Judge.
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Proceedings recorded by mechanical stenography, transcript
produced by computer.

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TUESDAY, OCTOBER 15, 2024, 3:08 P.M.

(The Judge entered the courtroom)

THE COURT: You ready, Fran?

THE COURT REPORTER: Yes.

THE COURT: All right. Calling Karnas vs. Cuban,
22-CV-22538.

Who's here for the plaintiff?

MR. MOSKOWITZ: Good afternoon, Your Honor. Adam
Moskowitz, Joey Kaye, and Howard Bushman from the Moskowitz Law
Firm.

THE COURT: Good afternoon.

MR. ULRICH: Good afternoon, Your Honor. Tyler
Ulrich, Steve Zack, and on the Zoom, we have Brooke Alexander
from Boies, Schiller & Flexner.

THE COURT: All right. Good afternoon.

MS. ALEXANDER: Good afternoon, Your Honor.

MR. FERRER: Good afternoon, Your Honor. Jose Ferrer
and Desiree Fernandez on behalf of the plaintiffs.

THE COURT: All right. Good afternoon.

And for those of you on Zoom, I don't know if you were
able to see, but I'm late because -- not because we were just
having a long lunch, we were in a calendar call and a motions
hearing for a trial that's starting on Monday. And I apologize
for that.

Who's here for the defense?

FRANCINE C. SALOPEK, OFFICIAL COURT REPORTER
(305) 301-3276

1 MR. BEST: Thank you, Your Honor. Good afternoon.
2 Stephen Best and Rachel Wolkinson from Brown Rudnick on behalf
3 of defendant Mavericks.

4 THE COURT: All right. Good afternoon.

5 MR. KNIGHT: Good afternoon, Your Honor. Christopher
6 Knight and Ali Tifford from Fowler White Burnett.

7 THE COURT: Good afternoon to you all.

8 MR. BEST: And I apologize. Dan Sachs is on the
9 video.

10 MR. SACHS: Good afternoon, Your Honor.

11 THE COURT: Good afternoon to you, sir.

12 All right. On May the 13th, we stayed this pending
13 our adjudication of the defendants' motion to dismiss, ECF
14 Number 189, and the plaintiffs' motion for class certification,
15 ECF Number 231. We've been working on the motion to dismiss,
16 and I wanted the parties to clarify a few outstanding issues.

17 To the plaintiff, the complaint pleads four counts
18 under New Jersey law on behalf of the "nationwide class" and,
19 in the alternative, separate counts under Florida, New Jersey,
20 Virginia, Alabama, Louisiana, California, Connecticut,
21 Tennessee, Oklahoma, Pennsylvania, and Massachusetts law on
22 behalf of each state's respective subclass.

23 So my questions to you are: First, why should
24 New Jersey law govern the claims of the nationwide class when
25 only one of the class plaintiffs and none -- neither of the

1 remaining defendants are citizens of New Jersey?

2 Who's answering that question?

3 MR. MOSKOWITZ: I will, Your Honor.

4 Voyager was based in New Jersey. The decisions about
5 how they treat the securities were made in New Jersey. And I
6 think our papers set that out, especially our complaint, all
7 the connections to New Jersey, and we believe that the
8 statutory legislative history of the New Jersey statute, which
9 we cite in our motion for class certification, says that it is
10 the desire of New Jersey to apply nationwide when the conduct
11 emanates from New Jersey.

12 THE COURT: Okay. If we find that New Jersey law
13 doesn't apply, then we'll have before us essentially 11
14 separate class actions all based on different states. Why
15 should those cases be in the Southern District of Florida?

16 MR. MOSKOWITZ: Well, Your Honor, we believe that all
17 of the state statutes are generally the same; there are no
18 major distinctions between each of the state's statutes.

19 THE COURT: Including Florida's?

20 MR. MOSKOWITZ: There's some minor distinctions
21 between each of the consumer state statutes and the securities
22 state statutes of each state, but there's nothing major.
23 There's many cases that we cite which groups them together.
24 But we would, of course, respectfully ask that New Jersey apply
25 to everybody.

1 THE COURT: Does it matter that Voyager isn't a party
2 here?

3 MR. MOSKOWITZ: We don't believe so, not under the
4 law. The law says where did the conduct itself emanate? And
5 here it's an unregistered security, and everything that is
6 discussed about Voyager happened in New Jersey. That's where
7 the company was based. That's the state securities agency that
8 was initially responsible for investigating what's going on.
9 That's the state statute -- I'm sorry -- the state agency that
10 prosecuted Voyager. They're the ones that investigated
11 Voyager. Most of the conduct here took place in New Jersey.

12 THE COURT: Even if it's conduct not by a -- by a
13 nonparty to our case?

14 MR. MOSKOWITZ: Yes. Yes, Your Honor.

15 And I think if you look at the cases where the
16 New Jersey statute was applied nationwide, the Court focus was
17 on the main conduct. And the main conduct here was by Voyager,
18 and just by -- they went bankrupt; that's why they're not a
19 defendant here. It's not for any other reason. You know, we
20 sued Voyager, but then that part of the case was stayed. But
21 all of the conduct happened from New Jersey, all of the conduct
22 that is alleged in the motion for class certification.

23 THE COURT: I think I know the answer to this last
24 question, but to what extent do the various state securities
25 and consumer protection laws differ in their application by the

1 respective state courts?

2 MR. MOSKOWITZ: I don't think at all, Your Honor. For
3 example, New Jersey and Florida securities statutes, they're
4 just about identical. They're not identical every word, but
5 the phrase which we're looking for, which is an agent of a
6 seller which promotes an unregistered security is strictly
7 liable, that language is the same in Florida and the same in
8 New Jersey. And I haven't found any cases that would interpret
9 that clause that we're looking at any differently for either of
10 those two states.

11 THE COURT: Your theory of personal jurisdiction is
12 that "the promotions by Cuban and the Mavericks, including
13 myriad social media posts to their millions of followers,
14 nationally televised Mavericks basketball games featuring
15 Voyager promotions, and the televised press conference, were
16 accessible in Florida and were in fact viewed in Florida by
17 Florida residents." That's your response at ECF Number 195, at
18 page 35.

19 Does this mean that a court in any state where someone
20 simply accessed the broadcast would have personal jurisdiction
21 based only on the fact that it was a national broadcast?

22 MR. MOSKOWITZ: Possibly not. But here what we did
23 specifically --

24 THE COURT: Because don't the courts often say -- and
25 I'm not saying I necessarily agree with it, but it does seem to

1 be widely accepted law that the fact that you say something
2 that happens to be broadcasted nationally standing alone isn't
3 sufficient to confer personal jurisdiction in all 50 states,
4 right?

5 MR. MOSKOWITZ: Yes. But here what we say are Florida
6 residents -- I don't know the exact number -- 50,000, used the
7 Mavericks' code to actually buy the Voyager products. So these
8 are Florida residents that all heard the announcement, relied
9 on it, and used the Mavericks' code. So that's just some of
10 the examples that we use showing the link to Florida.

11 We also have thousands --

12 THE COURT: But in terms of the purposeful availment
13 element, which is -- which we look at from the perspective of
14 the defendant entering the relevant marketplace, those 50,000
15 Voyager codes, as I understand it, were used because they heard
16 it on the broadcast or saw it on the broadcast, right?

17 MR. MOSKOWITZ: Yeah. But when they did the
18 broadcast -- we actually sued Ketchum, who's the public
19 relations company, and they're, like, "This is how we're going
20 to target the big states," and Florida I think was the second
21 largest state to target. So the plan was --

22 THE COURT: Target how?

23 MR. MOSKOWITZ: Let's do a press conference so that we
24 can make sure to target people in Florida by having nationwide
25 broadcasters come to the PR release, let's have Mark send out

1 tweets to all of his followers, including those that live in
2 Florida. I mean, our papers have maybe ten or 11 examples,
3 Your Honor, that I can go back and show you that specifically
4 targeted Florida.

5 And, in fact, the truth is, it worked, because so many
6 people in Florida heard the announcement, watched it on the
7 Internet, watched it, you know, with all the different various
8 media forums, relied on it, and then bought the Voyager stock.
9 I think Florida may be our largest class of state purchasers.
10 I think California and Florida and maybe Illinois are the
11 numbers. Because we got them from Voyager. We served Voyager
12 with a subpoena, "Tell us the customers that bought the Voyager
13 product." I think Florida was the second largest.

14 THE COURT: Thank you.

15 To the defendant, you've since abandoned your argument
16 that we "lack personal jurisdiction over the out-of-state
17 claims of out-of-state named plaintiffs." That's your first
18 MTD, ECF Number 41, at page 18, quoting my decision in
19 *Carter vs. Ford*, 2021 WL 1165248, at page 6, from 2021.

20 Is it your position, then, that as long as we have
21 personal jurisdiction over the Florida plaintiffs, then we
22 should exercise personal jurisdiction over all the named
23 plaintiffs?

24 MR. BEST: Thank you, Your Honor. First, may I
25 correct some statements?

1 THE COURT: Just answer my question first, and then
2 you can go back to it.

3 MR. BEST: Yes.

4 The answer is, if you find that there's jurisdiction
5 as a whole under the questions that you asked Mr. Moskowitz
6 before, which is whether or not, A, there was activity that was
7 targeting Florida, or specific activities that availed the
8 defendant to the jurisdiction in Florida, then that would be
9 sufficient under the law. You wouldn't have to worry about the
10 other defendants. That's -- that were out of state.

11 THE COURT: Other plaintiffs, you're saying.

12 MR. BEST: Excuse me, other plaintiffs, correct.

13 THE COURT: But you made that argument in your first
14 motion to dismiss.

15 MR. BEST: Yes.

16 THE COURT: And then you dropped it in your second
17 motion to dismiss.

18 MR. BEST: That's correct.

19 THE COURT: Okay.

20 MR. BEST: That's correct.

21 So -- and I have to correct some statements.

22 THE COURT: Go ahead.

23 MR. BEST: The entire --

24 THE COURT: Which one are we dealing with now?

25 MR. BEST: The question that there are 50,000

1 Florida --

2 THE COURT: Ah.

3 MR. BEST: The entire national class -- and
4 plaintiffs' counsel knows this -- the entire national class of
5 Voyager accountholders that signed up with the Mavericks' code
6 and received a reward, the entire national class is 10,000
7 people. All right? So of that, the subset is a few thousand
8 at most that were Florida residents. So this whole notion that
9 there are 50,000 people that signed up is just inaccurate.

10 THE COURT: All right. Understood.

11 What else?

12 MR. BEST: Second, there is absolutely no evidence --
13 and we're at the motion to dismiss stage, so I would say
14 there's no claims in the complaint that I remember -- it's been
15 a while -- that show that the Mavericks or Mr. Cuban was
16 targeting Florida specifically. It was a press conference --

17 THE COURT: That's what I was asking about, whether
18 it's just -- because the cases are legion that say that if you
19 just -- and, again, I'm not saying I think this makes that much
20 sense -- but if you do a national broadcast, and people in
21 California hear it, and they're injured by buying the product,
22 that's just not sufficient for purposeful availment, right?

23 MR. BEST: Correct.

24 THE COURT: I mean that's what the cases say.

25 MR. BEST: Correct.

1 THE COURT: So that's what I was asking him about.
2 And he says there are ten things in his complaint that I just
3 don't remember seeing.

4 MR. BEST: Yeah, I don't remember seeing it either.
5 Let me -- the basic facts are, there was one promotional
6 statement press conference on October 27th, 2021, that it was
7 held in Dallas, Texas. That was the only statement that was
8 ever made by the Mavericks or Cuban about the Voyager promotion
9 that's at issue here.

10 Past that, what I know is that there were tweets --

11 THE COURT: So you're saying that that was about
12 Florida in some way or no?

13 MR. BEST: Not at all.

14 THE COURT: Oh.

15 MR. BEST: It was announcing the Voyager Sponsorship
16 Agreement with the Mavericks. Florida was never mentioned in
17 that press conference. I believe -- and correct me if I'm
18 wrong -- and your law clerks will be on top of this -- but the
19 transcript of the press conference was submitted with the
20 complaint. It's 29 pages. I've gone through it line by line.
21 Florida's never mentioned. No --

22 THE COURT: He's saying that they hired people who
23 were specific experts in targeting the Florida market or
24 something like that?

25 MR. BEST: Inaccurate.

1 The market that was targeted was the -- not only --
2 it's even smaller than just Texas -- it's the Dallas NBA market
3 that is in the Dallas area extending down to -- I don't know if
4 it's Austin -- it bleeds into the San Antonio Spurs market.
5 But, remember, we're talking about an NBA team's market. This
6 has nothing to do with Florida. It's the Dallas Mavericks
7 market in the area that was of the most --

8 THE COURT: How is it, then, that -- I mean he says
9 that the plurality of people who sign -- what I interpreted him
10 to say -- the plurality of people who signed up for this thing
11 and used the code were in Florida. Do you agree with that?

12 MR. BEST: No.

13 THE COURT: That's not true either?

14 MR. BEST: It's not true, and it's not in the
15 complaint for the motion to dismiss stage. And we've been --
16 we've had the benefit of almost a year's worth of discovery
17 here, and there's been no evidence adduced to that point.

18 THE COURT: But some people in Florida --

19 MR. BEST: Without a doubt.

20 THE COURT: -- some people in Florida signed up for
21 it. Is that true?

22 MR. BEST: It is not only true, but the evidence has
23 shown that Voyager then put out on the Internet -- which was
24 then copied by others and put out -- a press -- a statement
25 saying, "Sign up with the Mavs' code, get a hundred dollars of

1 free Bitcoin." It was nationally sent out. And so
2 nationally -- naturally, there were people in Florida that
3 signed up.

4 THE COURT: You're saying these people signed up
5 because of what Voyager did, not what the Mavericks did.

6 MR. BEST: Correct. There was a Voyager --

7 THE COURT: But that's not in the complaint, right?

8 MR. BEST: None of this is in the complaint supporting
9 this. So I'm now bleeding into essentially summary judgment
10 arguments. But telling you right now, there is literally
11 nothing in the complaint that talks about this being targeted
12 to anybody in Florida. Indeed, indeed, Mr. Cuban showed up at
13 a crypto conference, I don't know, a couple weeks or a month
14 later, after the announcement of this press conference, and
15 didn't say word one about the Voyager promotion while he was in
16 Florida.

17 THE COURT: All right. Anything else from the
18 defendant?

19 MR. BEST: No, Your Honor. Thank you.

20 THE COURT: Anybody over there?

21 MR. KNIGHT: No, Your Honor.

22 THE COURT: Mr. Moskowitz, anything you want to add to
23 that?

24 MR. MOSKOWITZ: Yeah. If the Court would like, we're
25 happy to brief it. I mean they --

1 THE COURT: No, no, no. You've got plenty of
2 briefing, and I'm ruling on it. I just had a few specific
3 questions that I wanted to ask everybody about.

4 MR. MOSKOWITZ: I correct -- I think the number was
5 5,000 in the first -- in the first 48 hours, 5,000 people
6 quickly signed up and then the code expired.

7 THE COURT: You're saying the first 48 hours after the
8 Mavericks' press conference?

9 MR. MOSKOWITZ: Right.

10 THE COURT: So in other words, not after the Voyager
11 press release or whatever it was that was on the Internet.

12 MR. BEST: Same time.

13 THE COURT: It was at the same time.

14 MR. MOSKOWITZ: Same time. They did this massive
15 global international partnership. That's the way they got
16 around the gated. They weren't just restricted to the area
17 like it used to be around the stadium. It's an international
18 partnership. And this was -- we've done a bunch of
19 depositions -- why they were able to use the Internet.
20 Clearly, the Internet they knew was going to reach all around
21 the world.

22 And then after the success of this press conference,
23 we have documents where the Mavericks tout, "Look how great the
24 press conference worked." Look at the -- and the numbers are
25 in the documents -- I'm sorry, I don't want to miscite

1 anything, but there's hundreds of millions of clicks, because
2 worldwide this was a great press conference and a great
3 statement. It all worked. So I just want to make sure that
4 that's clear. And there's documents --

5 THE COURT: But the question of what was like
6 purposefully targeting Florida, that's obviously what we're
7 concerned about, right?

8 MR. MOSKOWITZ: Right. And they purposely targeted
9 everybody.

10 THE COURT: You're saying that's all in the complaint.

11 MR. MOSKOWITZ: I think it is, Your Honor. It's clear
12 that there was a nationwide target. In fact, there was an
13 international target. Because they went through and tried to
14 get national reporters, international reporters, I mean to a
15 tee, to make sure that it had the maximized coverage. Mark
16 Cuban was to tell all his tweets, he was to tell all his
17 people. I mean, there's a lot of plans in this marketing
18 campaign to reach as many people as possible, and it was a
19 great success. And we deposed Mark Cuban on this. He says, "I
20 crushed it. I did a great job." It worked. It wasn't
21 restricted just to 20 miles. They got amazing amounts of
22 people as a result of this international press conference.

23 THE COURT: Why do you say it's limited just to the
24 Dallas area? What's that about?

25 MR. BEST: So you had two competing companies doing a

1 press conference with differing goals.

2 So the Dallas Mavericks, under their Sponsorship
3 Agreement, it got paid irrespective of the success of the
4 Voyager promotion. And so the Mavericks were interested in
5 their marketplace. And so when Mark Cuban was speaking, he was
6 speaking to *The Dallas Morning News* reporter, right? And so
7 Voyager, Steve Ehrlich, the CEO of Voyager, was at the same
8 press conference, touting the global --

9 THE COURT: You're saying they had different
10 incentives.

11 MR. BEST: Excuse me, different incentives. That's
12 exactly right.

13 So I'm not debating this idea --

14 THE COURT: But if they're like -- not conspiring, but
15 cooperating with one another, and one of them has the incentive
16 to go global and the other has the incentive only to go local,
17 does the fact of the global aspirations of one of the partners
18 get imputed to the partnership as a whole?

19 MR. BEST: I don't know. I would love to brief that.
20 But I don't think so, particularly if there's no planning
21 beforehand on this issue.

22 THE COURT: But would the Mavericks have known that
23 global -- Voyager intended for this to be a global marketing
24 campaign?

25 MR. BEST: Yes.

1 MR. MOSKOWITZ: Yes.

2 MR. BEST: Yes, they did. However --

3 THE COURT: There's a Judge Altonaga case,
4 *Miller vs. Gizmodo Media*, you may know, 383 F.Supp.3d 1365, at
5 page 1375, a 2019 case, where she collects a bunch of cases
6 from around the country, where she says that "courts have
7 uniformly rejected the argument that a tweet not specifically
8 directed to a forum state is a sufficient minimum contact to
9 confer personal jurisdiction under the due process clause."

10 MR. MOSKOWITZ: Your Honor, let me just make one thing
11 clear, because this has been in contention for a year. It's
12 not one press conference; it's eight months of publicity, of
13 marketing. So every home game that the Mavericks had, it's
14 Voyager, Voyager, Voyager.

15 THE COURT: At the games.

16 MR. MOSKOWITZ: At the games. So we have one
17 document, which is wonderful, it's a summary of this
18 eight months of work. And it says, We did an incredible job
19 promoting -- and don't take my word for it, read the
20 document -- to the world that Voyager is our partner, so we did
21 it in the games, we did it in the gaming center, the Mavs'
22 gaming center, we did it in all these other --

23 THE COURT: Isn't that all localized in Dallas?

24 MR. MOSKOWITZ: No, it's worldwide. In the press
25 conference, they said, We want players that are international.

1 That's why they went to the Mavs in some part, because Luka and
2 other people were international players. So they said they can
3 appeal to the international market. So they actually asked
4 them questions so that they would reach the international
5 market. We've briefed this so extensively.

6 THE COURT: Who would reach?

7 MR. MOSKOWITZ: Voyager said to the Mavs, "We want you
8 because you have international players, and you will appeal to
9 the international market. Forget just the United States. You
10 will appeal to people in Europe, in Germany where you have
11 players."

12 THE COURT: So those are all awesome places, but what
13 does it have to do with Florida?

14 MR. MOSKOWITZ: Because it's the United States.
15 They're focusing all in the world. So what Judge Altonaga's
16 case is, if it just happened to have landed in Florida, fine.
17 But if you look at the plethora of evidence that we have here,
18 over an eight-month period, the goal was to reach everybody in
19 the United States, and Miami and Florida is a big jurisdiction,
20 I mean it is, and we're happy to brief it again. It's in the
21 papers.

22 THE COURT: I don't want any more briefing. We've
23 already read the briefing.

24 MR. MOSKOWITZ: The document says, We were successful,
25 we were able to get all these people from across the country.

1 And we know that 5,000 in the very first 48 hours signed up
2 immediately who lived in Florida, because they reached the
3 message.

4 I mean, there was -- I don't know the exact number,
5 but millions of people reaching it on the Internet. You watch
6 the press conference on the Internet. That's how they had it.
7 So everybody on the Internet is watching it. People in Florida
8 are watching it. We have plaintiffs that are from Florida that
9 say, "I saw it in Florida." So like what Steve said, the
10 Supreme Court says now, there's jurisdiction over those
11 plaintiffs, so you don't look to the other class rep's for
12 jurisdiction. So that question's over. We've got jurisdiction
13 over here because you have a plaintiff that's from Florida,
14 that heard it in Florida, was targeted, and he has damages.

15 THE COURT: Well, what -- only if he was targeted.

16 MR. MOSKOWITZ: He was targeted. The way he was able
17 to get it -- and we ask in depositions: Didn't you think that
18 the Internet's going to reach Florida? Yes, of course. It's
19 not gated. Like in the '40s, they had this gated rule, where
20 they can't intrude on, say, the Houston Rockets' market, right?
21 They have to keep them separate. Well, now, the way they got
22 around it is they're an international partner, so we can use
23 the Internet. And we asked their main guy about that, he says,
24 "Yeah, of course we knew it's going to reach everybody."
25 That's why Voyager wanted the Mavericks and Mark so much,

1 that's why they paid so much, because the Mavericks would be
2 such a good force to market this around the United States. The
3 Heat and the Mavericks, you know, they were in the finals the
4 two years before, Mark's coming down to the Heat a lot for the
5 games.

6 I mean, our papers have a lot more contact directly to
7 Florida, certainly to at least state jurisdiction at this
8 point, you know, two years after we filed the complaint.

9 THE COURT: All right. Thank you very much.

10 MR. MOSKOWITZ: All respect. Thank you, Your Honor.

11 MR. BEST: Just very briefly.

12 First, I like being in here. I like being before Your
13 Honor.

14 THE COURT: Well, that's nice of you.

15 MR. BEST: So please don't take any --

16 THE COURT: I have to say, I'm a Heat fan. I don't
17 know if I'm going to get recused as a result of that.

18 MR. BEST: You can be a Heat fan.

19 THE COURT: I watched those finals games.

20 MR. BEST: I wish the Mavericks had won.

21 THE COURT: Well, one of them they did.

22 MR. BEST: They did one. Exactly.

23 So Luka Doncic was never -- was asked, indeed, to do a
24 part of this press conference and declined. So Luka was never
25 part of this. I don't know how Luka's name got into it.

1 The countries Germany and France were mentioned in the
2 press conference in a question: Are you going international?
3 And the aspirational answer by not the Mavericks, but by Steve
4 Ehrlich was, "Yes, we're hoping to get to Germany and France in
5 the next year, year and a half." Nothing about any specific
6 state other than Texas. Certainly no mention of Florida.

7 Thank you, Your Honor.

8 THE COURT: All right. Thank you all very much.
9 Anything else I can help the plaintiffs with?

10 MR. MOSKOWITZ: No, Your Honor.

11 THE COURT: Anything I can help the defense with?

12 MR. BEST: Yes, Your Honor.

13 I think it's important for Your Honor to realize
14 what's happened since we had the stay in May and now. We
15 reached out to Voyager. They gave us access to their entire
16 account database. It is an unwieldy beast, as you can imagine.

17 THE COURT: I don't even want to imagine.

18 MR. BEST: We had to literally hire somebody to write
19 code to access it. So you need to hire a third party to write
20 code just to get answers as to the database.

21 THE COURT: Where is that now in the bankruptcy
22 proceeding? What's happening now?

23 MR. BEST: Good question. So it is -- the bankruptcy
24 estate is still open, and they're hoping to get --

25 THE COURT: It's here? It's here in Miami?

1 MR. BEST: No, it's in New Jersey --

2 THE COURT: New Jersey, okay.

3 MR. BEST: -- New York or New Jersey.

4 MS. TIFFORD: Southern District of New York.

5 MR. BEST: Southern District of New York? Yeah.

6 Southern District of New York. The one remaining piece is
7 whether or not Three Arrows' money's going to come in to get
8 accountholders as whole as possible. So there's one big claim
9 that's worth probably anywhere from 400 million to a billion
10 dollars left that they're waiting on.

11 THE COURT: Wow.

12 MR. BEST: Right now it's -- they say that the
13 accountholders have received 70 percent to date of what they
14 lost through -- but I don't know what 70 percent means. It
15 could be 70 percent of their entire -- say, entire investment
16 or 70 percent of the day that the bankruptcy filing happened,
17 and it could be a higher number. I can --

18 THE COURT: So what was your question? So you had to
19 hire a third party --

20 MR. BEST: I had to hire a third party. This isn't
21 really a question; it's a notice to Your Honor. We've
22 learned -- and I've notified counsel, both Mr. Moskowitz and
23 Mr. Boies, about this. And I told them that I'm happy to sit
24 down with them and share all the information that we found.

25 Candidly, now knowing what I -- what we've seen, the

1 briefing -- you would be greatly assisted with either a
2 supplemental briefing or a brief hearing on how the account --
3 the Voyager system works before you make class certification.

4 THE COURT: Okay. But not on the motion to dismiss,
5 because that's what I'm working on now.

6 MR. BEST: Correct. I just wanted to let you know the
7 whole universe has changed since we wrote our motions on class
8 certification.

9 THE COURT: What do you think about that?

10 MR. MOSKOWITZ: I don't think it has. I mean one
11 thing on the side note, Judge, we have other cases together,
12 and we've been getting along extremely well.

13 THE COURT: Seems like you're getting along great
14 here.

15 MR. MOSKOWITZ: Right, yeah. We've really worked
16 together. And another --

17 THE COURT: I'd be interested -- I'm sorry to cut you
18 off --

19 MR. MOSKOWITZ: Yes.

20 THE COURT: -- just a thought. I'm working now on the
21 motion to dismiss. I don't know where that's going to go. To
22 be honest, I don't know which way it's going to come out.
23 That's why I brought you in. But assuming the -- if the case
24 does continue, and if there's been a lot that's happened in the
25 last few months that wasn't accessible to you all because -- by

1 virtue of the fact that these people went into bankruptcy, and
2 it was a voluminous trove of information, I'd be interested in
3 seeing a new motion for class certification, as opposed to
4 dealing with what may be stale information. But I'm admittedly
5 speaking only based on what he just said, and you may disagree
6 with that.

7 MR. MOSKOWITZ: Right. I don't think any of the
8 documents that Steve is mentioning that he's getting has any
9 involvement with the pending motion for class certification at
10 all.

11 What's also happened is another securities case, the
12 securities case which overlaps our case. So they had to find
13 people that bought Voyager stock and had Voyager accounts under
14 the federal Securities Act. That case settled in New York.
15 And the judge had comments about notice. How we going to find
16 all of the people? So they revised the claims administrator
17 two weeks ago -- and Steve knows this -- and this week the
18 federal judge granted final approval to that settlement,
19 saying, I can find all of the Voyager people that were affected
20 in going through this route through the bankruptcy.

21 THE COURT: But is that what you're talking about?

22 MR. MOSKOWITZ: No, he's talking about something else.
23 He's talking about when Voyager went bankrupt three years ago,
24 he's trying to get information from them on our clients. And
25 they gave him all their data, but he's saying a lot of it

1 wasn't under a very good searchable term, so he's going to have
2 to rebuild it.

3 What I'm saying is, it's my burden to prove the class
4 certification; it's my job. We can do it. Because the pending
5 motion that we have, Your Honor, says we want to certify two
6 issues. It does not say the typical Rule 23. It says: Is
7 Mark Cuban and the Mavericks a statutory seller? And are these
8 unregistered securities? That's all we're asking to be
9 certified. Because if those two questions are certified and
10 the jury decides those two questions, then we can do this case
11 quickly. Because the motion to dismiss will say, yes, the
12 New Jersey statute says he's liable.

13 And that's just like Judge Moreno's case that came out
14 last month. They found -- and this is a case that Steve and I
15 have together -- Shaquille O'Neal is a seller under the
16 securities statute because he promoted the product. Well,
17 clearly here the Mavericks and Mark Cuban promoted Voyager and
18 had a financial interest. That's not, I don't think, debated.
19 So we think the question for Your Honor of can he be held
20 liable, that's a simple question. Judge Moreno answered it
21 straight on, yes, he is at this stage. So we want that to be
22 answered. And we think if that's answered, like Judge Moreno
23 did, we could settle this case. We could sit down with Ketchum
24 and McCarter and possibly the NBA, the other defendants that
25 are there, once we know that initial ruling, that we've been

1 waiting on for a little while, if that gets ruled upon. If
2 it's against us, it's against us. But if it's like
3 Judge Moreno, and we find that he is at least -- falls under
4 the New Jersey statute, we think this case could get settled.

5 THE COURT: So why do you need the Voyager data trove
6 to answer that question?

7 MR. BEST: Because what is being left out of the
8 plaintiffs' ask is the key issue of successful -- what
9 constitutes a successful solicitation. Being -- asking you to
10 opine that there is a securities class of the entire Voyager
11 accountholders before Mr. Cuban or the Mavericks ever even knew
12 about Voyager up until when it went bankruptcy (*sic*) has no
13 place in this case, unless there is some causal connection to
14 the promotional -- the alleged promotional conduct of the
15 defendants. And the key question that's not being ask -- the
16 way this is set up is to avoid asking Your Honor to rule on the
17 successful solicitation and getting around the requirements --

18 THE COURT: Because he just wants me to rule on
19 whether he's a statutory seller.

20 MR. BEST: Correct. And so --

21 THE COURT: But since he's the one who's filed the
22 motion, can't he set the issues that he wants me to decide?

23 MR. BEST: Absolutely. All I'm trying to do is help
24 the process across the board, which anybody can decline if they
25 want, to tell you, there may be an ascertainable class now that

1 I know all this information. It's just not what the plaintiffs
2 want. But Your Honor should hear --

3 THE COURT: Let me do this then. I think what makes
4 sense is, let me rule on the motion to dismiss.

5 MR. BEST: Yes.

6 THE COURT: And then once I've done that, what may
7 make sense is just to bring you all back in, hear about this
8 issue, and then if you persuade me that I should do a second
9 round of motion for certification, I will. Have you spoken to
10 Mr. Moskowitz about your view about this?

11 MR. BEST: Yes.

12 THE COURT: And you just disagree on it.

13 MR. BEST: Correct.

14 MR. MOSKOWITZ: Right, very respectfully.

15 THE COURT: So why don't we do that?

16 MR. BEST: We can always go to mediation on these
17 points, at least refine them for Your Honor.

18 THE COURT: On this separate point of whether there
19 needs to be separate certification briefing?

20 MR. BEST: Correct.

21 THE COURT: But what would that even look like? Let's
22 say he filed -- this is where I'm having trouble -- he's the
23 one who filed the motion. So are we going to force him to file
24 a different kind of motion?

25 MR. BEST: No. It's more refining our motion to --

1 THE COURT: Your response.

2 MR. BEST: Correct, my response.

3 THE COURT: So you just want to be able to file a
4 different response to the motion he already filed.

5 MR. BEST: With the new information that I think is
6 germane to this case. Essentially, it is almost impossible to
7 file a response with all the data that we have now within a
8 tight page limit. And so I wanted to try to refine the issues
9 to make it easier for all of us. I'm happy to go through it
10 either on briefing or in a courtroom setting. But there are
11 literally a hundred gateways that Your Honor will have to
12 consider to get an ascertainable class. That's the point.

13 So you have the Mavs -- just indulge me for
14 15 seconds -- you have the -- those Voyager accountholders that
15 received the Mavs' code, right? That's an ascertainable class.
16 All right?

17 Plaintiffs want everybody after October 27th, which is
18 the press conference, to be part of a class, even if they
19 didn't get the Mavs' code. And that's -- that is -- the --
20 they put that into their damages class, but they don't leave it
21 in the securities class. They want these people part of the
22 securities class. This goes to the issue of whether or not
23 it's a successful solicitation of these people.

24 But once you get to the Mavs' code reward recipients,
25 there's then the question of the investment decision of 10,000

1 people and all the various investment decisions they make,
2 because there's no harmony to any of them. They did all sorts
3 of things. There were 90 tokens to invest in, none of which,
4 by the way, did Mr. Cuban or the Mavericks promote. So how --
5 and at least half of those tokens were not securities, because
6 they weren't on the earned program account platform. So they
7 weren't earning interest. And it's uncontradicted that they're
8 not securities. And so a large number of these accountholders
9 who received the Mavs' code invested in strategies that were
10 never discussed at any promotional press conference.

11 And so there's all sorts of gateways to go through to
12 determine the class. And I think I've gotten 90 percent of the
13 way home on the journey --

14 THE COURT: In the response you've already filed --

15 MR. BEST: No.

16 THE COURT: -- or in your head?

17 MR. BEST: In what would be a new response, or some
18 way to get it at least to the Court to educate the Court as to
19 all these issues.

20 THE COURT: So all you want, then, really, is to just
21 have leave to file a new response and then give him leave to
22 file a new reply.

23 MR. BEST: If I'm not successful in --

24 THE COURT: Well, I don't see you as being -- what I'm
25 struggling with is, how do you get to just, like, dictate to

1 him what kind of motion he gets to file? He could file
2 whatever motion he wants. I might deny it.

3 MR. BEST: I'm not dictating at all. I'm offering him
4 the --

5 THE COURT: An offramp.

6 MR. BEST: Offered him -- I offer you the
7 institutional knowledge that we've had --

8 THE COURT: He doesn't want knowledge. He wants his
9 motion. Right?

10 MR. BEST: Okay.

11 MR. MOSKOWITZ: Yeah, I would just say one thing in
12 closing. It's been two years. They did a motion to dismiss.
13 I think it's reasonable to ask for a ruling on the motion to
14 dismiss before we get to class certification.

15 THE COURT: We're not talking about that. We're not
16 even talking about that. I get that this is the most important
17 thing to you, but I also have 200 cases, so I'm sorry if it's
18 not as quickly as you would have liked.

19 MR. MOSKOWITZ: No, no.

20 THE COURT: However, that being said, he's not talking
21 about the motion to dismiss. We've already said I'm going to
22 rule on the motion to dismiss. And then he just wants on the
23 motion for class certification, which I'm going to rule on
24 after, he wants to have an opportunity to file a different
25 response than the one he filed before, which he filed at a time

1 when he was behind the veil of ignorance, say, and didn't know
2 all the things he now knows.

3 Was that fair to say?

4 MR. BEST: Yes.

5 THE COURT: Yeah. And he also wants to give you --
6 and he thinks you're wrong in the motion that you filed, and he
7 wants to give you a friendly opportunity to file a different
8 motion. And I take it you're not going to be amenable to that,
9 right?

10 MR. MOSKOWITZ: Right. Because I just --

11 THE COURT: You disagree with him. Okay, good.

12 MR. MOSKOWITZ: I don't want to file that motion that
13 he's saying I shouldn't file. I'm not filing it. I'm not
14 seeking to certify the damage class of all people, I'm not
15 doing that, and I haven't done that, I don't want to do that
16 later. I just want to move this case along.

17 THE COURT: So we're now just simply on the question
18 of whether while I'm ruling on the motion to dismiss, he should
19 be allowed to file a different response than the one he's
20 filed, and then you can file a different reply to the one that
21 you filed.

22 MR. MOSKOWITZ: I have no problem --

23 THE COURT: I don't have any problem with it either.

24 MR. MOSKOWITZ: He can file whatever he wants, sure.

25 THE COURT: So how much time do you need for that?

1 MR. BEST: A month? A couple weeks?

2 THE COURT: A couple weeks sounds good.

3 MR. BEST: Perfect.

4 THE COURT: So today is the 15th. How about by the
5 end of the month, the 31st?

6 MR. BEST: Right.

7 THE COURT: All right? And then how much time do you
8 need to file your reply, your new reply?

9 MR. MOSKOWITZ: Same time would be great.

10 THE COURT: So I gave him 16 days. I'll give you
11 16 days. That will put us -- November the 15th you'll file
12 your reply. Sound good?

13 MR. MOSKOWITZ: Yes, Your Honor.

14 THE COURT: Did you want to add something?

15 MR. ULRICH: May I make one quick point about the
16 personal jurisdiction issue, Your Honor?

17 THE COURT: Sure.

18 MR. ULRICH: One other fact that I think is relevant
19 is that the Mavericks played two games in Florida while they
20 were brand ambassadors, promoters for --

21 THE COURT: When is that?

22 MR. ULRICH: I'm not sure of the exact dates.

23 THE COURT: But this was before the October 27th press
24 conference or after?

25 MR. ULRICH: It was after. And it's in the complaint.

1 And the Florida -- there were -- either the Heat -- I don't
2 know if it was the Heat or the Magic also played in Dallas
3 while there was Voyager promotion in the arena. And remember,
4 our theory is that -- which Mr. Best was also just
5 discussing -- was that by enrolling in the Voyager platform, by
6 default, they were -- the customers were put into what we argue
7 are securities, because there were these earned accounts. And
8 so by promoting the Voyager promotion on TV when Florida teams
9 are in the arena being watched in Florida, it's promotion of
10 the -- what we're claiming --

11 THE COURT: Was it also promoted in the arena?

12 MR. ULRICH: There was signage for Voyager, the
13 product in arena.

14 THE COURT: But in the Dallas arena. Or the Miami
15 arena?

16 MR. ULRICH: No, no, only in Dallas.

17 THE COURT: Only in Dallas.

18 MR. ULRICH: But my point is that it was on TV and the
19 Florida teams were there. Essentially my point, Your Honor, is
20 that the *Gizmodo* case from Judge Altonaga talking about a
21 nationwide tweet, we're not in the same situation where a
22 nationwide tweet could go to Arkansas or Alaska, no NBA teams
23 there. This is a targeted audience of NBA fans, and even more
24 so targeted towards the teams that are rivals of the Mavericks
25 where they're coming to play in states where they play,

1 including in Florida, while they were brand ambassadors for
2 Voyager, while Florida teams were playing in Florida, audiences
3 were watching the games in Dallas. So that I think is also
4 relevant to the personal jurisdiction issue.

5 THE COURT: And this game was -- this Voyager ad was
6 broadcast on a non-Dallas local channel, is what you're saying?

7 MR. ULRICH: Well, when there's the signage in the
8 arena, it gets picked up -- the Florida games obviously are --
9 the Heat games are shown in Miami.

10 THE COURT: I see what you're saying. You're saying
11 that it's like on the side of the court, so when the guys are
12 dribbling up, you can see it in the background?

13 MR. ULRICH: Right.

14 THE COURT: And while I'm watching the game in Miami,
15 on my Sunshine Network or whatever, I would have seen it on the
16 screen.

17 MR. ULRICH: Right.

18 THE COURT: So it's not an ad that's like a
19 commercial.

20 MR. ULRICH: Exactly. Right. It's signage in the
21 arena, shown on the TVs, and it indicates there is further
22 evidence of purposeful availment to the Florida audience and
23 the customers here. That's the only point I wanted to add.

24 THE COURT: All right. Thank you very much.

25 Okay. Anything else I can help the plaintiff with?

1 MR. MOSKOWITZ: No. Thank you, Your Honor.

2 THE COURT: The defendant?

3 MR. BEST: No, Your Honor.

4 THE COURT: Okay. Great to see you all. Have a good
5 day.

6 MR. BEST: Thank you very much.

7 THE COURT: Thanks for coming in.

8 It will be important to know whether the Heat won or
9 lost that game. That will be important to the ruling.

10 *(Laughter)*

11 *(The Judge exited the courtroom)*

12 *(Proceedings concluded at 3:52 p.m.)*

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18 C E R T I F I C A T E

19 I hereby certify that pursuant to Section 753,
20 Title 28, United States Code, the foregoing is a true and
21 correct transcript from the record of proceedings in the
22 above-entitled matter.

23 /s/Francine C. Salopek 10-17-2024
24 Francine C. Salopek, RMR-CRR Date
25 Official Court Reporter

<p>MR. BEST: [68] MR. FERRER: [1] 4/17 MR. KNIGHT: [2] 5/5 15/21 MR. MOSKOWITZ: [42] MR. SACHS: [1] 5/10 MR. ULRICH: [12] MS. ALEXANDER: [1] 4/16 MS. TIFFORD: [1] 24/4 THE COURT REPORTER: [1] 4/4 THE COURT: [121]</p> <p>'</p> <p>'40s [1] 21/19</p> <p>/</p> <p>/s/Francine [1] 37/23</p> <p>1</p> <p>10,000 [2] 12/6 30/25 10-17-2024 [1] 37/23 100 [1] 2/7 10504 [1] 2/11 11 [2] 6/13 10/2 1165248 [1] 10/19 1365 [1] 19/4 1375 [1] 19/5 1395 [1] 3/3 13th [1] 5/12 14th [1] 3/4 15 [1] 4/1 15 seconds [1] 30/14 15th [2] 34/4 34/11 16 days [2] 34/10 34/11 1600 [1] 3/11 18 [1] 10/18 189 [1] 5/14 195 [1] 8/17 1999 [1] 2/14</p> <p>2</p> <p>20 miles [1] 17/21 200 [1] 32/17 20005 [1] 3/8 2019 [1] 19/5 2021 [2] 10/19 13/6 2021 WL 1165248 [1] 10/19 2024 [3] 1/7 4/1 37/23 22-22538-CIV-RKA [1] 1/4 22-CV-22538 [1] 4/6 22538 [1] 4/6 23 [1] 27/6 231 [1] 5/15 27th [3] 13/6 30/17 34/23 28 [1] 37/20 2800 [1] 2/8 29 [2] 1/7 13/20 2nd [1] 2/7</p> <p>3</p> <p>301-3276 [1] 3/15 3010 [1] 3/14 305 [1] 3/15</p>	<p>31st [1] 34/5 3276 [1] 3/15 3302 [1] 3/4 33131 [3] 2/8 2/14 3/12 33131-3302 [1] 3/4 33134 [1] 2/17 33175 [1] 2/5 333 [1] 2/10 33308 [1] 3/15 35 [1] 8/18 383 F.Supp.3d 1365 [1] 19/4 39th [1] 3/14 3:04 [1] 1/8 3:08 [1] 4/1 3:52 [1] 37/12</p> <p>4</p> <p>400 million [1] 24/9 41 [1] 10/18 48 hours [3] 16/5 16/7 21/1</p> <p>5</p> <p>5,000 [3] 16/5 16/5 21/1 50 [1] 9/3 50,000 [4] 9/6 9/14 11/25 12/9</p> <p>6</p> <p>600 [1] 3/8 601 [2] 2/16 3/7 653409 [1] 2/4</p> <p>7</p> <p>70 percent [4] 24/13 24/14 24/15 24/16 753 [1] 37/19</p> <p>8</p> <p>80 [1] 2/13 8th [1] 2/13</p> <p>9</p> <p>90 [1] 31/3 90 percent [1] 31/12</p> <p>A</p> <p>abandoned [1] 10/15 above [1] 37/22 above-entitled [1] 37/22 absolutely [2] 12/12 28/23 accepted [1] 9/1 access [2] 23/15 23/19 accessed [1] 8/20 accessible [2] 8/16 25/25 account [3] 23/16 25/2 31/6 accountholders [6] 12/5 24/8 24/13 28/11 30/14 31/8 accounts [2] 26/13 35/7 across [2] 20/25 28/24 Act [1] 26/14 actions [1] 6/14 activities [1] 11/7 activity [1] 11/6 ad [2] 36/5 36/18</p>	<p>Adam [2] 2/3 4/8 add [3] 15/22 34/14 36/23 adduced [1] 14/17 adjudication [1] 5/13 administrator [1] 26/16 admittedly [1] 26/4 affected [1] 26/19 afternoon [13] agency [2] 7/7 7/9 agent [1] 8/5 agree [2] 8/25 14/11 Agreement [2] 13/16 18/3 Ah [1] 12/2 AL [2] 1/6 1/9 Alabama [1] 5/20 Alaska [1] 35/22 Alexander [2] 2/9 4/13 Alexandra [1] 3/2 Alhambra [1] 2/16 Ali [1] 5/6 alleged [2] 7/22 28/14 allowed [1] 33/19 almost [2] 14/16 30/6 alone [1] 9/2 alternative [1] 5/19 Altman [1] 1/14 Altonaga [2] 19/3 35/20 Altonaga's [1] 20/15 amazing [1] 17/21 ambassadors [2] 34/20 36/1 amenable [1] 33/8 amounts [1] 17/21 announcement [3] 9/8 10/6 15/14 announcing [1] 13/15 answer [5] 7/23 11/1 11/4 23/3 28/6 answers [1] 23/20 Antonio [1] 14/4 apologize [2] 4/23 5/8 appeal [3] 20/3 20/8 20/10 APPEARANCES [2] 2/1 3/1 application [1] 7/25 applied [1] 7/16 apply [3] 6/10 6/13 6/24 approval [1] 26/18 area [4] 14/3 14/7 16/16 17/24 arena [8] argue [1] 35/6 argument [3] 10/15 11/13 19/7 arguments [1] 15/10 Arkansas [1] 35/22 Armonk [1] 2/11 Arrows' [1] 24/7 ascertainable [3] 28/25 30/12 30/15 aspirational [1] 23/3 aspirations [1] 18/17 assisted [1] 25/1 assuming [1] 25/23 audience [2] 35/23 36/22 audiences [1] 36/2 Austin [1] 14/4 availed [1] 11/7 availment [3] 9/12 12/22 36/22 Avenue [1] 3/3</p>
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